the parties had eloped. *Held,* that there was sufficient evidence to show a malicious and malignant motive, and that the interference was not to better the condition of the wife. Verdict in husband's favor sustained. *Ratcliffe* v. *Walker* (Va. 1915) 85 S. E. 575.

This case is one of first impression in Virginia and the ruling is in accord with the trend of judicial opinion in this country. Ordinarily, parents are not liable for alienation of affections if they act from worthy motives and the circumstances are apparently such as would reasonably justify them. Vide PECK, DOM. REL., § 13; SCHOULER, DOM. REL. 58, 59; *Hutchison,* v. *Peck,* 5 Johns (N. Y.) 196; *White* v. *Ross,* 47 Mich. 172; *Bennet* v. *Smith,* 21 Barb. 439; *Fronk* v. *Fronk,* 159 Mo. App. 543, 141 S. W. 692; *Oakman* v. *Belden,* 94 Me. 280; *Smith* v. *Lyke,* 13 Hun. (N. Y.) 204; *Huling* v. *Huling,* 32 Ill. App. 519; *Payne* v. *Williams,* 63 Tenn. (4 Baxt.) 583; *Gloss* v. *Bennett,* 89 Tenn. 478; *Beisel* v. *Gerlach,* 221 Pa. St. 232. In *Powell* v. *Benthol,* 136 N. C. 145, 48 S. E. 598 the same doctrine was applied, the defendants being a sister and brother-in-law of the wife. The privilege has been accorded one standing in loco parentis, *Trumbull* v. *Trumbull,* 71 Neb. 186, 98 N. W. 683, but in an English case, *Smith* v. *Koye,* 20 T. L. R. 261 [1904], which was an action by husband against his wife's brother and her sister-in-law, the court in summing up failed to state anything regarding privilege. But there is no doubt of the liability of near relatives if their motives are sinister and malicious. *Allen* v. *Forsythe* (Mo.) 142 S. W. 820; *Jones* v. *Monson,* 137 Wis. 478. The quo animo rather than the relationship is the test to be applied in determining liability.

INSURANCE—MUTUAL BENEFIT—RIGHTS OF BENEFICIARY.—Plaintiff and defendant were co-beneficiaries of a mutual insurance policy, and, because of the representations of defendant to deceased, he had the benefit certificate cancelled, and a new one made out naming the defendant as sole beneficiary. After the death of insured, the defendant collected the amount of the policy; plaintiff brings an action on the case for damages amounting to the sum she would have received had not the certificate been changed. *Held,* that the false, malicious and fraudulent statements of the defendant constitute a basis for recovery in an action on the case. *Mitchell* v. *Langley,* (Ga. 1915) 85 S. E. 1050.

The court recognized the existence of a contrary doctrine which holds that a beneficiary in a mutual benefit policy has no vested interest, but a mere expectancy, which is not property, and hence cannot be protected by the law. *Hoeft* v. *Supreme Lodge Knights of Honor,* 113 Cal. 91; *Alfsen* v. *Crouch,* 115 Tenn. 352; *Brown* v. *Grand Lodge of Ancient Order of United Workmen,* 80 Iowa 287; *Schillinger* v. *Boes,* 85 Ky. 357. The case of *Alfsen* v. *Crouch,* supra, refused to allow a recovery by the first beneficiary in a suit against the second, and in the Iowa case the beneficiary was held not able to recover against the insurer for the fraud by which she had been induced to give up her certificate. The decision in the principal case is based on the holding that, although the beneficiary has not such a vested interest as will prevent a change being made, yet he has such an interest as will authorize

him to set up that the member was mentally incapable of making the change when he attempted to do so. *Ancient Order United Workmen* v. *Frank,* 133 Mich. 232; *A. O. U. W.* v. *McGrath* 133 Mich. 626; *Sovereign Camp Woodmen of the World* v. *Wood,* 114 Mo. App. 471. Also note the implication of the court in *Moan* v. *Normile,* 56 N. Y. Supp. 339. "The contract of insurance creates a certain status, which unless lawfully changed, will result in pecuniary benefit to the appointed beneficiary. The fact that this status has not ripened into a vested and irrevocable ownership of the beneficial interest, and that the member may change it, does not authorize a third party to maliciously and fraudulently destroy the status so that the interest or expectancy of the beneficiary is prevented from ripening." The right of the member is one thing, and the interference of a third party to destroy the status is another. The fact that the action is new does not destroy the right to recover. *Kujek* v. *Goldman,* 150 N. Y. 176.

INSURANCE—RIGHT OF INSURED TO SURRENDER.—Insured had an "old line" life insurance policy which named his wife as beneficiary, with the right of insured to change the beneficiary. He surrendered the policy to insurer, and dying shortly after, his wife brought action on the policy. She died pending the trial of the cause, and her administrator was substituted in her stead. Defendant claims as insured had the right to change the beneficiary, he could also defeat the beneficiary's claim by a surrender of the policy. *Held,* that insured had no right to surrender. *Roberts* v. *Northwestern National Life Insurance Co.* (Ga. 1915) 85 S. E. 1043.

The court bases the decision on the ground that the beneficiary of an "old line" policy has a vested interest, and no transfer can be made without the consent of the beneficiary. *Ricker* v. *Charter Oak Life Ins. Co.,* 27 Minn. 193; *Ferguson* v. *Phoenix Mutual Life Ins. Co.,* 84 Vt. 350; *Perry* v. *Tweedy,* 128 Ga. 402. The right to change the beneficiary is one of contract and can be done only in the manner provided for in the policy. The right to cancel contemplates complete destruction of the policy. *Holder* v. *Prudential Ins. Co.,* 77 S. C. 299. While the right to change the beneficiary contemplates the continued existence and modification of the policy. The recognition of the beneficiary's right in such a policy as a vested interest is contrary to the following cases, where the courts have stated that such an interest is a mere expectancy, liable to be defeated at any time, and that, where the insured has the right to designate a new beneficiary, he has the absolute control of the property. *Denver Life Ins. Co.* v. *Crane,* 19 Col. App. 191, 73 Pac. 875; *Equitable Life Assur. Society of U. S.* v. *Stough,* 45 Ind. App. 411. The beneficiary of a mutual life insurance policy is regarded to have a mere expectancy, not a vested interest, but in such a policy the insured has the right at any time to designate a new beneficiary. In an "old line" policy, the beneficiary is regarded as having a vested interest, and the property itself. However, in the past the main difference between the two beneficiaries has been the fact that the interest of the one was permanent. If then, the reason for the rule regarding the beneficiary of a mutual policy is the fact that his interest is liable to be defeated, it is difficult to see why the rule in